



Whitehouse Community Council

INVITATION TO QUOTE

MAINTENANCE OF AN ALLOTMENT SITE

Contract Start Date	04 / 12 / 2023 (subject to allotment opening in October)	Contract End Date:	1 year after the start date of the contract.
Contract Award Date:	16 / 11 / 2023 <i>(date of Council Meeting ITQ's are considered)</i>		
Release Date	22 / 09 / 2023		
Contract Term:	1 Year (with the potential for up to a 2 year extension)		
Deadline for Submission of Quotation	13 / 11 / 2023 (subject to allotment opening in October)		
Issuer	Lesley Sung, Clerk, Whitehouse Community Council		
Receipt of Submissions	By email: to Clerk@whitehouse-cc.org.uk Write in email subject line: "Confidential – Allotment01 Maintenance Contract" By Post: to Clerk, Whitehouse Community Council, PO Box 6509, Milton Keynes, MK10 1WF. Mark your envelope: 'Confidential: ALLOTMENT01'		

1.0 SECTION 1 – DETAILS OF BIDDER – (Bidders please complete this section)

Company Name	
Address	
Contact	
Email	
Telephone	
Mobile Telephone	
Business Hours	

2.0 SECTION 2 - INTRODUCTION

- 2.1 This invitation to quote has been prepared by Whitehouse Community Council (WHCC), inviting proposals for the maintenance of an allotment site located within the parish of Whitehouse.
- 2.2 Each bidder will be required to submit a proposal explaining how it will meet WHCC's requirements as described in the specification at Section 10 of this document and the commercial terms on which WCC propose to contract in due course with the successful bidder.

3.0 SECTION 3 – INSTRUCTIONS TO BIDDERS

- 3.1 Please read the instructions on the Invitation to Quote (ITQ) procedures carefully. Failure to comply with the instructions or to return any of the required documents or information may invalidate your bid.
- 3.2 You should answer the specific questions set out in this document. The ITQ process will ensure that quotes are evaluated fairly against weighted criteria (see Section 11).
- 3.3 The following must be completed:
- Form of Quotation
 - Statement of Non-Collusion
 - Evaluation Questions
 - Pricing Schedule (How you will charge for the works)
 - All supporting documentation as required
- 3.4. Respond in full to each of the questions to allow WHCC to make an informed selection. This is to ensure that WHCC can compare each of the options and suppliers in a fair, like-for-like manner.

- 3.5 Indicate if your bid is reliant on any third parties for any aspects of fulfilling the service as specified.
- 3.6 Both a hard copy or an electronic submission will be accepted. Envelopes and packages used to return invitations to quote must bear no reference to the bidder's name. Quotes received by post or email before the due deadline will remain unopened until the deadline.
- 3.7 You should submit your bid to the Clerk:

Lesley Sung (Clerk)
Whitehouse Community Council
20 Groundsel Close, Walnut Tree, Milton Keynes, MK7 7NT

Clerk@whitehouse-cc.gov.uk

3.8 Answers to Questions

Answers to questions received by WHCC will be circulated by email to all bidders, without revealing the identity of the bidders that have put forward the question.

3.10 Inspections of Allotment Sites

Potential suppliers are welcome to inspect the allotment site by appointment, with the Clerk, once the allotment site is open (estimated – October 2023).

3.10 Summary of Procurement Timetable

The following is a summary of the timetable that is applied to the procurement of services. Note that the allotment is a new site and the timetable has been produced with the estimated completion time in mind. WHCC reserves the right to alter this timetable by notice to bidders.

Event	Deadline/Comment
Release Date	22 / 09 / 2023
WHCC to receive email confirmation of your intention to bid.	Within two working days of receipt. – 5pm on 26 / 09 / 2023
Inspection Period (by appointment)	By appointment following the opening of the allotment site (Estimated October 23)
The following will apply only if the site is complete and ready for tenancy. If not, the timetable may be subject to change.	
WCC's receipt of questions / clarifications relating to the ITQ documentation / contract	By 5pm on 31 / 10 / 2023
WHCC to circulate response to questions / clarification to all bidders.	By 5pm on 03 / 11 / 2023
Deadline for receipt of Invitations to Quote	13 / 11 / 2023 (12 noon)
Contract Award Date	16 / 11 / 2023 (<i>date of Council meeting contract awarded</i>)
WHCC to inform all bidders of award outcome	Within two working days of the

	contract award date – before 5pm on 20 / 11 / 2023
Standstill period (10 Working Days)	20 / 11 / 2023 to 01 / 12 / 2023
Signing of contract	4 / 12 / 2023
Contract implementation date	4 / 12 / 2023

4.0 SECTION 4 – TERMS AND CONDITIONS

- 4.1 WHCC reserves the right to seek clarification of any matters arising from the bidder's submission and to make amendments to the Quotation Documents during the quoting process. All bidders will be informed of any amendments.
- 4.2 All costs, expenses and liability incurred by the bidder in connection with the preparation and submission of the quotations will be borne by the bidder.
- 4.3 The bidder shall have no claim whatsoever against WHCC in respect of such costs and in particular (but without limitation) WHCC shall not make any payments to the successful bidder or any other bidder save as expressly provided for in the Contract and (save to the extent set out in the Quotation Documents) no compensation or remuneration shall otherwise be payable by WHCC to the successful bidder or any other Bidder in respect of the requirement by reason of the scope of the requirement being different from that envisaged by the successful Bidder or otherwise, including without limitation any costs incurred by any bidder in the event this quotation process is aborted.
- 4.4 To ensure that WHCC can carry out a proper comparison of suppliers, your quote should not contain unauthorised alterations or qualifications.
- 4.5 The award of the contract will be based on the responses to the evaluation criteria. WHCC is not bound to accept any quotation or to make any award from this ITQ.
- 4.6 Acceptance of the quote by WHCC shall be in writing and details of the awarded contract value and the name of the successful bidder will be published on the Council's website.
- 4.7 A standstill period of 10 working days will apply from the date the contract is awarded.

5.0 SECTION 5 – AUTHORISED VARIATIONS TO BIDS

- 5.1 Any proposal which alters the requirements of the specification must be in the form of a variant bid. It should be clearly marked "**VARIANT BID**", and submitted at the same time as the ITQ.

6.0 SECTION 6 – REJECTION OF QUOTATION

- 6.1 Any unauthorised attachments/additions or any general sales material submitted will not be considered by WHCC.
- 6.3 WHCC, at its absolute discretion may reject a quotation if:
- 6.3.1 the bid is submitted past the deadline
 - 6.3.2 the prices submitted are too high to be affordable

- 6.3.3 the prices submitted are too low to be credible, but only after the bidder has been given the opportunity to provide an explanation of the quotation, or part of the quotation which WHCC believes to be too low, and where WHCC does not accept the explanation.
- 6.3.4 the quotation contains an incomplete financial section.
- 6.3.5 the bidder makes or attempts to make any variation or alteration to the terms of the ITQ documentation.
- 6.3.6 if the bidder discloses to any third party, prices shown in its quotations except where such disclosure is made in confidence to obtain quotations necessary for:
 - (a) the purpose of financing or insurance and/or
 - (b) if the bidder enters into any agreement with any other person, that such other person shall refrain from submitting a quotation and/or
 - (c) if the bidder fixes prices in its quotation in accordance with any arrangement with any person or by reference to any other quotation and/or
 - (d) if the bidder offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract, any act or omission and/or
 - (e) if the Bidder in connection with the award of the Contract commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972 and/or
 - (f) if the Bidder has directly or indirectly canvassed any member or official of WHCC concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Bidder or Quotation submitted by any other Bidder and/or
 - (g) if the Bidder has done anything improper to influence WHCC during the Quotation period and/or
 - (h) if the Bidder has failed to return any of the documents requested without valid explanation and/or
 - (i) if the Bidder has failed to declare any conflict of interest or any circumstances that could give rise to a conflict of interest.

7.0 SECTION 7 – HEALTH AND SAFETY

- 7.1 Contractors, their employees and (where applicable), sub-contractors shall, whilst working for WHCC, comply with all requirements of the Health & Safety at Work Act etc.1974 and with all other Health & Safety legislation that relates generally or specifically, to their trade, business and undertaking.

8.0 SECTION 8 – EQUALITIES

- 8.1 Contractors shall comply with their statutory obligations under current equal opportunities legislation.

9.0 SECTION 9 – RELEVANT LEGISLATION

- 9.1 Contractors should hold a Green Waste Carrier Licence.

10.0 SECTION 10 – SPECIFICATION

10.1 The purpose of the invitation to quote is to select a supplier to maintain an allotment site in the parish of Whitehouse to a standard that reflects our values - to always strive to improve our resident's quality of life and local environment and to deliver value for money for our community.

10.2 Overview of works will include: (Refer to Appendix A - Map of Allotment Site and Appendix B – Allotment Site Delivery Specification)

Works to be Carried Out	Frequency	Notes
Cut grass ridings and paths between plots	Two weekly (April to October)	
Trim shrubbery around the car park and fence.	Twice Annually	Avoid bird nesting season
Trim perimeter hedges/shrubs	Annually	Winter
Tree maintenance (taking account of bird nesting season)	As required	Avoid bird nesting season
Clear vacant plots ready to re-let	As required	Clear and weedkill

1. All collected waste must be disposed of in the appropriate disposal stream, in accordance with The Environmental Protection (Duty of Care) Regulations 1991 and the Control of Pollution (Amendment Act) 1989.
2. The supplier will:
 - (a) report in a timely manner, any damage to the site and fencing and during maintenance of the site, should report any issues or areas of concern.
 - (b) provide an annual maintenance schedule and timetable.
 - (c) provide a monthly report of completions, work outstanding and reasons for any delays etc.
3. Any additional / ad hoc works outside the scope of the Contract, which is deemed to be necessary, is to be agreed with WHCC. An hourly staffing rate should be quoted for any work outside of scope.

10.3 WHCC reserves the right to gain quotes from other companies for works at the allotments that are out of scope of the contract.

11.0 SECTION 11 – EVALUATION CRITERIA AND WEIGHTING

11.1 Bidders should quote a price for the works set out in the specification (Section 10). Bidders will be asked a series of questions which will be assessed against set criteria (see Section 11.4). Proposals will be evaluated by using a Best Price/Quality Ratio score. Bidders should provide at least 2 relevant and positive references from companies / other public bodies / customers where they have carried out similar work (carried out within the last 3 years)

11.2 Best Price/Quality Ratio is set out below:

Evaluation Area	Weighting
Quotation Price	50%
Quality	50%

- 11.3 The quality aspects of the quotation will be assessed by answering questions which will be scored based on whether the bidder has shown that it can meet the evaluation criteria. A score will be awarded on a system of 0-5 as follows:

No. of Points	Definition
0	Unacceptable – Response does not meet requirements or no response is provided.
1	Unsatisfactory – Response partially meets requirements but contains significant weaknesses, issues or omissions.
2	Weak – Response partially meets requirements but contains some weaknesses, issues or omissions
3	Acceptable – Response meets requirements to an acceptable standard but contains some weaknesses, issues or omissions.
4	Good – Response meets requirements with moderate levels of assurance.
5	Outstanding – Response meets requirements to a high standard with high levels of assurance. Robust and detailed in all respects.

- 11.4 Quality criteria will be assessed on the answers you provide to the following Quality Criteria / Questions (provide on a separate sheet and attach to the ITQ):

Quality Criteria	Level 1 Weighting	Level 2 Weighting
Quality Criteria 1 – Compliance with the specification and overall understanding of the work required	30%	
Question1: How will you ensure that the Council's allotment site is maintained to a standard meeting all the criteria?		40%
Question 2: What resources do you have or have access to, to ensure that you can meet all the requirements set out in the specification?		40%
Question 3: There are likely to be occasions when ad hoc works are required, including the clearing of vacant plots. What is your likely response time to these requests?		20%
Quality Criteria 2 – Ability to Deliver the Contract	50%	
Questions 1: What experience and expertise do you have of this type of work?		40%
Question 2: What contingency provisions are in place		25%

if delivery difficulties arise?		
Question 3: What experience do you have of working on allotment site and with Town and Parish Councils.		35%
Quality Criteria 3 – Quality Assurance	20%	
Question 1: Do you have a Waste Carrier Licence? (Provide evidence)		34%
Question 2: How will the waste be disposed of and will this method comply with the relevant legislation?		33%
Question 3: Do you have a risk management policy and if so, how is it implemented?		33%

12.0 SECTION 12 – PRICING SCHEDULE

- 12.1 The scores achieved for the price payable and the non-price elements will be added together and the bidder achieving the highest score will be successful.
- 12.2 The bidder where applicable should visit the allotment site to satisfy themselves of local conditions, the full extent of the operation, the supply and conditions affecting labour and all other factors which could affect the execution of the contract generally. Claims made later, on the grounds of a lack of knowledge will not be accepted.
- 12.3 WHCC aims to provide information and documentation to bidders, as accurate as possible. No claim from the bidder will be considered by WHCC for any mistakes in the information given.
- 12.4 The rates to be inserted in the pricing schedule for works must be the full inclusive costs. Labour rates must include all overheads, supervisory and administrative costs. The process stated constitutes the only reimbursement and profit to the company for providing the services required. The prices are deemed to cover all costs, expenses and profit incurred directly or indirectly by the bidder in providing the works or services.
- 12.5 All sums payable by or to WHCC or the supplier are exclusive of VAT. Where VAT is chargeable on such sums, the payer shall pay, upon production of a valid VAT invoice by the payee.

Pricing Schedule	
Description	Total Yearly Price £ (exclusive of VAT)
Price for the scheduled maintenance of the allotment site	£
Cost per clearance of vacant plot (clear and weedkill) (ad hoc basis)	£
Hourly staffing cost of ad hoc works (per person/per hour)	£

13. SECTION 13 – BUSINESS EVALUATION QUESTIONS

- 13.1 Answer the following questions and supply financial information, where requested:

Financial Information		
1.1	What was your turnover in each of the last 2 financial years?	
1.2	Please provide at least one of the following documents. Tick which documents are attached to your response	
	Copy of your audited accounts for the most recent 2 years (if applicable)	
	Statement of your turnover, profit & loss account and cash flow for the most recent year of trading	
	Statement of your current year's cash flow forecast.	
	Alternative means of demonstrating financial status if trading for less than a year	

Insurance		
	If a contract is awarded to you, evidence of your insurance cover will be required. Insurance requirements will form part of the Terms and Conditions of Contract. The requirements are:	
1.1	Employers Liability Insurance £5,000,000. Do you have this?	Yes/No
1.2	Public Liability Insurance £5,000,000. Do you have this?	Yes/No
1.3	Professional Indemnity Insurance (if applicable) £1,000,000. Do you have this?	Yes/No
1.4	If you do not carry any insurance as detailed above will you obtain insurance if you are successful in winning the contract?	Yes/No

Health and Safety		
1.1	Does your organisation have a written health and safety at work policy?	Yes/No
1.2	Does your organisation comply with health and safety legislation?	Yes/No
1.4	Has your organisation, during the last 3 years been prosecuted or had a notice served for contravention of the Health and Safety at Work Act Etc. 1974 or associated regulations or been the subject of a formal investigation by the Health and Safety Executive or similar national body charged with improving health and safety standards? If "yes", please send details.	Yes/No

Equalities		
1.1	In the last three years, have any findings of unlawful discrimination been made against you or your firm by an Employment Tribunal or court? If yes, please send details.	Yes/ No
1.2	Does your company have an equalities policy?	Yes/No
1.3	If "No", how do you ensure that you comply with the relevant law? – Please send details.	

STATEMENT OF NON-COLLUSION

To

Supplier name and address

1. We certify that this is a bona fide Invitation to Quote and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.
2. We also certify that we have done and undertake not to do at any time before the hour and date specified for the return of this bid, any of the following acts:
 - (a) Communicate to any person other than WHCC the amount or approximate amount of our proposed bid, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the bid;
 - (b) Enter into any agreement or arrangement with any other person that he shall refrain from submitting a bid or as to the amount included in the bid;
 - (c) Offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed bid for the contract any act, omission or thing of the kind described above.
3. In this certificate, the work "person" shall include any person, body or association corporate or unincorporated; and "any agreement or arrangement" includes any such information, formal or informal, whether legally binding or not.

Signature (Bidder or duly authorised on behalf of the Bidder)

Print Name

Date

FORM OF TENDER

To

Supplier name and address

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to quote.
2. We hereby bid and undertake to provide and complete all the goods/services required to be performed in accordance with the terms and condition of contract and Specification for the amount set out in the Pricing Schedule.
3. We agree that any insertion by us to any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this bid.
4. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by WHCC we may be required to secure a Deed of Guarantee in favour of WHCC from our holding company or ultimate holding company, as determined by WHCC in their discretion.
6. We understand that WHCC is not bound to accept the lowest or any bid it may receive.
7. We certify that this is a bona fide quote.

Signature (Bidder or duly authorised on behalf of the Bidder)

Print Name

Date