INVITATION TO TENDER

Installation of Flat/Communal Automatic Fire Detection Systems (AFDS) and Emergency Lighting

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Introduction

This Invitation to Tender (**"ITT"**) is being made available by ***Enfield Council*** (**"Enfield"**) to those Organisations (**"Tenderers"**) who have met the minimum requirements as set out in the minimum requirements and suitability questionnaire and are therefore invited to Tender for the contract for Installation of Flat/Communal Automatic Fire Detection Systems (AFDS) and Emergency Lighting (the **"Contract"**).

This ITT and the documents that accompany it (the **"ITT Documentation"**) is made available to Tenderers on condition that it is to be used solely in connection with submitting a tender ("a **Tender**") for the Contract.

For absolute clarity, the minimum (pass/fail) standards Enfield Council requires of prospective Suppliers for them to be eligible for their Tender to be considered for the contract are listed in the Minimum Requirements Questionnaire spreadsheet. Please review the minimum requirements and should you believe that you meet the minimum requirements please complete the spreadsheet in full using the instructions provided.

In addition, please complete all other documentation as set out in the Invitation to Tender document. For absolute clarity: to be considered ALL parts of the Tender must be completed; however, Tenders will automatically be excluded where Suppliers do not meet the minimum requirements set out in this document and the accompanying spreadsheet.

Tender instructions

Acknowledgement and Tendering intentions

Tenderers are requested to acknowledge whether they intend to submit a Tender; and that they are prepared to accept the conditions of Tendering set out in this ITT.

This must be sent via **The London Tenders Portal** no later than **12 noon 24th June 2021**

Timetable

The table below sets out the proposed timetable for the procurement from the issue of the ITT to signature of the Contract Documents. Enfield reserves the right, in its absolute discretion to amend the timetable or extend any time period in this ITT.

Activity	Date
Tender submission deadline	24.6.21
Evaluation of tenders / clarifications / approvals and consultation	24.9.21
Contract commencement	1.10.21

Amendments to the ITT Documentation, tendering procedure and discontinuation

Enfield reserves the right to issue amendments or modifications to the ITT Documentation during the Tender period. These will be issued to all Tenderers simultaneously. Tenderers will be assumed to take account of any such modifications and amendments in their Tenders.

The issue of this ITT does not commit Enfield to award any Contract following the Tender process. Enfield is not bound to accept any Tender and reserves the right to reject any or all Tenders at their sole discretion.

At its discretion, Enfield may either waive or insist on strict compliance with any requirement set out in this ITT.

Enfield reserves the right to change the procedures outlined in this ITT or to terminate the Tender process at any time before entering into the Contract.

Contact person and queries from Tenderers

The contact person for Tenderers is **Aaron John** via **The London Tenders Portal.**

If this ITT is incomplete the Tenderer should contact the contact person to arrange for the missing material to be sent. It is each Tenderer's responsibility to ensure that they have all the information they need to prepare their Tender.

Tenderers should note the following procedure for obtaining further information or clarification on matters arising during the Tender period:

- All communications from Tenderers (including requests for clarification or further information) should be sent to the contact person;
- Questions must be in writing and may be submitted via the London Tenders Portal;
- Questions must arrive at least 6 days before the Tender submission deadline so as to enable Enfield to answer them sufficiently in advance of that date;
- Except as stated below, Enfield will circulate all questions and responses to all Tenderers:

- if a Tenderer believes their question is commercially confidential, they should mark it 'Confidential – not to be circulated to other Tenderers';
- if Enfield considers that, in the interests of open and fair competition, it is unable to respond to the question on a confidential basis, it will inform the Tenderer;
- as soon as practicable thereafter the Tenderer must either withdraw the question or indicate that it may be treated as not being confidential.

Enfield reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its own commercial interests.

Confidentiality

All information provided by Enfield within these documents shall be treated as confidential by the Tenderer and must not be disclosed to anyone other than to their professional advisers, insurers and prospective sub-contractors for the purpose of their bid.

During the Tender period, Enfield will not disclose to any person (apart from its professional advisers) genuinely commercially sensitive or confidential information communicated as such to it by any Tenderer. Tenderers should therefore ensure that any material they consider to be commercially sensitive or confidential is clearly marked to be confidential.

No announcements or statements should be made by or on behalf of any Tenderer to any section of the media (including radio, television, newspaper, internet and email) unless Enfield has given its prior written approval to the proposal to publish and to the text.

Tender costs and loss of profits

Tenderers are to bear all their own tendering costs. In no circumstances will Enfield be liable for any tendering costs, nor any loss of profits, loss of contracts or other costs or losses suffered or incurred by any Tenderer.

TUPE

The following provisions regarding TUPE are extremely important. Please ensure that you read them carefully and that you understand how you’re tender will be affected and what will be required of you.

At the time of inviting, the Client has formed the view that TUPE will not apply to the services which are being procured

Participants are advised to seek independent professional advice on the effect of TUPE.

Tenderer's warranties

In submitting its Tender, each Tenderer warrants, represents and undertakes that:

- all information, representations and other matters of fact (including those contained in its Tender) communicated (whether in writing or otherwise) to Enfield by the Tenderer, its employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects at the time of submission of the Tender and the Tenderer will notify Enfield in writing of any changes to that information that occur before entry into the Contract Documents;
- it has undertaken its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender including the accuracy and completeness of any information that may have been provided (orally, in writing or otherwise) by or on behalf of Enfield;
- it will not submit any Tender and will not have entered into the Contract Documents in reliance upon any representation (oral, in writing or other) that may have been made by or on behalf of Enfield;
- it has full power and authority to enter into the Contract Documents and undertake the Works; and
- it is of sound financial standing and has sufficient working capital, skilled staff, other equipment and other resources available to it to comply with the obligations it will undertake under the Contract Documents.

Brief description of the contract

Scope of Works

The scope of the Works under this Contract comprises the following works:

Installation of Flat/Communal Automatic Fire Detection Systems (AFDS) and Emergency Lighting

The full scope of work is described within the specifications and general preliminaries documents.

Contract Areas, and Duration

The Contract covers the properties located within the London Borough of Enfield. An indicative property list is provided.

The Contract Period will be as stated in the Contract Details.

Contract Documents

Drafts of the documents comprising the Contract (the “Contract Documents”) are enclosed with the ITT.

The Contract Documents will include the Contractor’s tendered response to the above documents in the form of:

- the Method Statements; and
- the completed Price Framework.

The JCT form of contract is provided and the Conditions/Preliminaries of the Contract shall be applicable, and Tenderers must Tender based on these Conditions only. The Council will not accept any amendments thereto and will not contract based on the Tenderers own Standard Terms and Conditions.

A formal Purchase Order will be raised against any Contract awarded, but Tenderers should note that the Conditions of Contract shall prevail over any General Conditions which are included on the back of the Purchase Order Form.

Tenderers must Tender in the name in which they would subsequently Contract if successful and no alteration or amendment will be accepted regarding this information. Enfield expects the Service Provider to accept the terms of the Contract Documents and is prepared to consider only minor amendments. Enfield will consider amendments strictly on their merits.

Tenderers are therefore required to identify any amendments they wish to be made to the Contract Documents within or as an Appendix to their Tender Certificate. If a Tenderer proposes amendments that are not acceptable to Enfield, Enfield will inform the Tenderer of that fact. If the Tenderer does not withdraw those

amendments that Enfield is not prepared to accept, Enfield may reject the Tender as non-compliant.

Enfield does not intend to enter into any contractual relationship with Tenderers until the completion of the Contract Documents for this procurement. In particular Enfield is not required to consider any Tender, to accept any Tender or to award any contract for the Works.

Health and Safety

Enfield informs Tenderers of the following risks under the Contract.

Much of the Work will be carried out in Properties where particular consideration will be needed in respect of:

- children;
- people with a disability;
- elderly people;
- visitors to the Properties who may be unaware that Works are being carried out;
- violent, abusive or aggressive Customers or visitors;
- persons with limited understanding of the English language;
- persons with particular requirement because of their ethnic, religious or other backgrounds
- domestic pets; and/or
- motor vehicles and the like.
- COVID-19 considerations

Other contractors and technicians may be working at the Properties contemporaneously with the Contractor.

In some Properties the Contractor may encounter:

- asbestos, in the form of linings and insulation which may be encapsulated or painted;
- asbestos, as a component in certain materials such as sheeting, textured decorating coatings, floor tiles, adhesives etc; or
- substances such as alumino silicone fibre used in combustion chamber linings in some heating boilers and appliances.

Any of the Properties may contain hazards resulting from:

- vandalism;
- utilities being disconnected and artificial light not being available;
- natural light being excluded due to Properties being boarded up
- unsanitary and generally unhygienic conditions including particularly unpleasant smells, infestation, the presence of needles, human faeces, bodies, animal carcases etc.; or
- properties with damp, poorly ventilated or similar conditions that may present risks to health, particularly sufferers of asthma, hay fever, other allergies etc, through the presence of mycotoxin releasing moulds and fungi.

Hazards involved in the Works may include:

- risks associated with working at and falls from height or access equipment;
- electrical hazards; and
- risks associated with possible open gas supplies or toxic emissions from un-serviced or faulty gas appliances.

The Contractor must give full consideration to the above risks and employ proper safe working practices in carrying out the Works.

The Contractor will be expected to undertake all duties of the Principal Contractor under the CDM Regulations.

Tender submission

Procedure for the submission of Tenders

Tenders must be submitted strictly in accordance with the Tender Documents and without any qualifications.

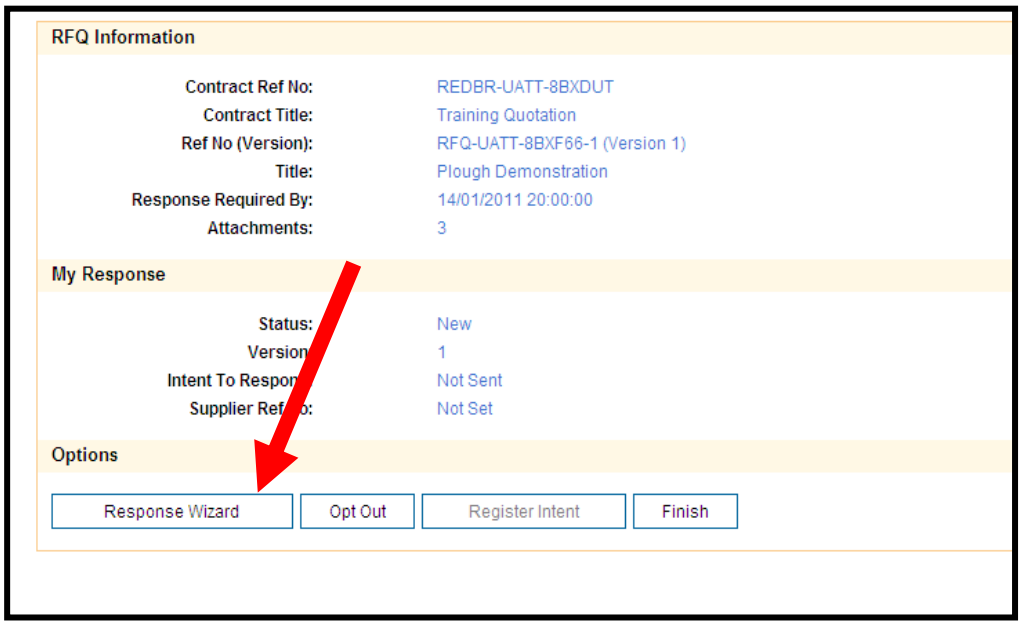
To submit a Tender, Tenderers must return:

- their Method Statements;
- the completed Price schedule ; and
- the tender certificate / form of tender
- minimum requirements questionnaire

The Response Documents must be completed and returned with all accompanying documentation and proposals by the time and date stated, via the London Tenders

Portal, www.londontenders.org only. For the avoidance of doubt, the Authority will not accept hard copies or responses via email and Tenders received after the time stated will not be considered.

To upload submissions, the Tenderer shall click the 'Response Wizard' button shown below and then follow the steps shown on screen.



Any Tender received after this date, will not be considered. We advise the Tenderers to submit their response at least four (4) hours before the deadline to ensure there is enough time to deal with any technical issues. If you have any technical difficulties when uploading your response, please contact Enfield's corporate procurement team on 020 8379 3864 or 020 8379 3163.

Failure to comply with these Instructions to Tenderers may result in the rejection of the Tenderer's tender by the Authority.

Tenderers should only include the Tender documents requested.

Enfield may reject as non-compliant any Tender that is not properly completed, that is qualified in any way, or that is not submitted strictly in accordance with the requirements of this Invitation to Tender.

Tender Assessment

Enfield will award the Contract on the basis of the most economically advantageous tender. For avoidance of doubt, the evaluation criteria are as set out within this Invitation to Tender.

Tenders will be assessed out of 100 marks on a 60% quality and 40% cost ratio.

Qualitative (60 Marks)

Qualitative (60 marks) based on evaluation of Method Statement

Each element will be scored 0 to 5 against the criteria stated within each section. The following 0 to 5 scoring system will be used:

Score	
0	No answer provided, or the Tenderer's proposals completely fail to meet Enfield's requirements in the area being measured
1	Very weak answer which does not evidence how the Tenderer will meet Enfield's requirements
2	Weak answer with limited evidence of how the Tenderer will meet Enfield's requirements
3	Satisfactory answer demonstrating some understanding of Enfield's requirements and some evidence of how the Tenderer will meet them
4	Strong answer demonstrating a good understanding of Enfield's requirements and good evidence of how the Tenderer will meet them
5	Excellent answer demonstrating an excellent understanding of Enfield's requirements and excellent evidence of how the Tenderer will meet them and provide added value.

Worked example of qualitative scoring

If a score of 3 was awarded for question 1 the following formula would be used to calculate the final weighted score:

A score of 3 is awarded divided by 5 (maximum available points) x 20 (weighted percentage as set out in the method statement questions) = 12%

Cost (40 marks)

The Financial Submission is to form 40% of the overall score for the submission.

The Tender Total will be evaluated on the basis of a score out of 100 as detailed below. This score out of 100 will form 40% of the overall score.

The lowest tendered price will score full marks for price.

The marks for price for each other Tender will be calculated by the following formula to 1 decimal point:

$$\text{Maximum marks for price} \times \frac{\text{Price of lowest priced Tender}}{\text{Price of Tender being evaluated}}$$

Worked example below for illustrative purposes only

	Evaluation criteria					
Element	Bidder 1		Bidder 2		Bidder 3	
	Value	Score	Value	Score	Value	Score
Total tendered cost	£800,000	30.0%	£700,000	34.2%	£600,000	40.0%

The above is based upon evaluation of the Tender Total. Please note the values included above bear no relationship to the anticipated tender values.

The final scores for the quality and cost elements of the tender will be combined to give an overall final score for the submission.

The tender total will be the total cost of each combination of 1-5 for each number of storey block.

Abnormally Low Bids

Any bids that are felt to be abnormally low will be dealt with in accordance with Regulation 69 of the Public Contracts Regulations 2015.

Tender Acceptance

Following evaluation of the returned tenders Enfield will make a decision on which, if any, Contractor will be accepted.

Enfield does not intend to enter into any contractual relationship with any Tenderer until the completion of a Contract. Until such contract is executed Enfield agree that the Tender Documents, the Form of Tender, the tender submission and Enfield's written acceptance thereof shall constitute a binding contract between the successful Contractor and Enfield subject to all the terms, conditions, stipulations etc. set out, incorporated into, referred to or as amended in, those documents.

Tender evaluation

Initial review and clarification

Clarification may be sought from a Tenderer:

- in order to determine if a Tender is complete and compliant; or
- to clarify aspects of their Tender that are ambiguous or unclear.

Tender clarification questions are not intended to allow Tenderers to reopen negotiations on any aspect of their Tenders. Responses must be confined to the matters on which clarification is sought.

If Enfield discovers arithmetical errors in any Tender Enfield will give detail of those errors to the Tenderer. The Tenderer will be given the opportunity either:

- to correct their Tender, in which case the corrected figures will be used in the evaluation; or
- to withdraw their Tender.

Clarifications may be in the form of written clarifications or through the use of clarification meetings either held in person or through video conferencing.

Overall Tender Score

The Tenderer's combined score for price and quality (as assessed from the Method Statement) will be added together to determine each Tenderer's total marks.

Enfield intends to award the Contract to the Tenderer with the highest number of marks.

Final Due Diligence

Before the award of the Contract to the Tenderer submitting the most economically advantageous Tender, Enfield may undertake further final due diligence in respect of that Tenderer.

The Tenderer will be expected to provide such assistance as Enfield may reasonably require in undertaking any such due diligence.

Abnormally low tender will be dealt with in accordance with the public contracts regulations.

The Council reserves the right to reject what they consider an abnormally low tender at their sole discretion.